Hospital Episcopal San Lucas *and* Unidad Laboral de Enfermeras(os) y Empleados de la Salud. Cases 24–CA–6827, 24–CA–6970, 24–CA–6988, and 24–CA–7002

September 26, 1995

DECISION AND ORDER

BY CHAIRMAN GOULD AND MEMBERS BROWNING AND COHEN

The issues presented here are whether the Administrative Law Judge Leonard Wagman correctly found that the Respondent violated Section 8(a)(5) and (1) of the Act by unilaterally changing a medical-hospitalization plan and by failing to supply the Union with requested information, and that the Respondent violated Section 8(a)(1) by several threats to employees and by engaging in surveillance, and creating the impression of surveillance, of employees who were engaged in protected concerted activity.[1] The Board has considered the decision and the record in light of the exceptions and briefs and has decided to affirm the judge's rulings, findings,[2] and conclusions,[3] and to adopt the recommended Order.

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge and orders that the Respondent, Hospital Episcopal San Lucas, Ponce, Puerto Rico, its officers, agents, successors, and assigns, shall take the action set forth in the Order.

[1] On May 22, 1995, Administrative Law Judge Leonard M. Wagman issued the attached decision. The Respondent filed exceptions and a supporting brief. The General Counsel filed an answering brief.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

[2] The Respondent has excepted to some of the judge's credibility findings. The Board's established policy is not to overrule an administrative law judge's credibility resolutions unless the clear preponderance of all the relevant evidence convinces us that they are incorrect. *Standard Dry Wall Products*, 91 NLRB 544 (1950), enfd. 188 F.2d 362 (3d Cir. 1951). We have carefully examined the record and find no basis for reversing the findings.

[3] In adopting the judge's conclusion that the Respondent violated Sec. 8(a)(1) by threatening to permanently replace employees who participated in a strike scheduled to begin August 2, 1994, we do not rely on his alternative rationale, based on his citation to *Noel Corp.*, 315 NLRB 905, 907 (1994). Rather, we rely solely on the fact that, as found by the judge, the scheduled strike was in response to the Respondent's unfair labor practices. See, e.g., *Bozzuto's, Inc.*, 277 NLRB 977 fn. 3 (1985).

Efrain Rivera Vega, Esq., for the General Counsel.
Tristan Reyes-Gilestra, Esq. (Fiddler, Gonzalez & Rodriguez), of San Juan, Puerto Rico, for the Respondent.
Ingrid Vega Mendez, of Hato Rey, Puerto Rico, for the Charging Party.

DECISION

STATEMENT OF THE CASE

LEONARD M. WAGMAN, Administrative Law Judge. This case was tried in Hato Rey, Puerto Rico, on February 14, 15, and 16, 1995. On charges filed by the Union, Unidad Laboral de Enfermeras(os) y Empleados de la Salud in Cases 24–CA–6827, 24–CA–6970, 24–CA–6988, and 24–CA–7002, the Regional Director for Region 24 of the National Labor Relations Board, on September 30, 1994,[1] issued an order consolidating cases, and a third consolidated amended complaint, alleging that the Employer, Hospital Episcopal San Lucas has engaged in unfair labor practices violating Section 8(a)(1) and (5) of the National Labor Relations Act (the Act). The complaint, as amended at the hearing, alleges that the Employer violated Section 8(a)(1) of the Act by engaging in surveillance of its employees' union activity, creating the impression that its employees' union activity was under its surveillance, using a disparaging nickname to refer to an employee in a demeaning manner in the presence of other employees, in reprisal for the employee's activities, support for, and membership in the Union, threatening employees with unspecified reprisals, threatening employees with a lockout, and by threatening to replace unfair labor practice strikers permanently. The amended complaint also alleges that the Employer violated Section 8(a)(5) and (1) of the Act by failing and refusing to furnish the Union with requested information regarding work programs of bargaining unit employees, and a copy of a contract between the Employer and the entity administering its respiratory therapy unit, and by unilaterally changing the medical plans covering employees represented by the Union. The Employer has denied all of these allegations.

On the entire record, including my observation of the demeanor of the witnesses, and after considering the briefs filed by the General Counsel and the Employer, I make the following

FINDINGS OF FACT

I. JURISDICTION

The Employer, a Puerto Rico corporation, with a facility in the city of Ponce, Puerto Rico, where, as an acute health institution, it operates a hospital providing in-patient and outpatient medical and professional care services. During the year preceding issuance of the consolidated amended complaint, the Employer, in the operation of its hospital received gross revenues exceeding $250,000. During the same period, the Employer, in operating its hospital, purchased and received at its Ponce facility goods valued in excess of $50,000 directly from points outside the Commonwealth of Puerto Rico. The Employer admits and I find that it is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act and that the Union is a labor organization within the meaning of Section 2(5) of the Act.

[1] All dates are in 1994 unless otherwise indicated.

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II. ALLEGED UNFAIR LABOR PRACTICES

A. *Background*

Since July 12, 1990, the Union has been the certified exclusive collective-bargaining representative of the following unit of the Employer's employees:

> Unit A: *Included*: All office clerical employees, X-ray technicians, central supply clerks, pharmacy employees, cafeteria employees, Operating Room technicians, chauffeurs and messengers employed by the Employer at its Hospital located at Ponce, Puerto Rico.
>
> *Excluded*: Administrative and executive employees; the secretaries to the Administrator; the secretary to the Medical Director; the secretary to the Personnel Director; the secretary to the Comptroller; the secretary to the Nursing Director; professional personnel; registered nurses; practical nurses; occasional and part-time X-ray technicians; guards; supervisors as defined by the National Labor Relations Act, and any other person; who is authorized, on behalf of the Employer, to hire, promote, discharge, discipline and in any other way to vary the status of the employees and to effectively recommend any of such actions, advisors and directors; and employees included in other collective bargaining units at the Employer's hospital.

The Employer and the Union were parties to a collective-bargaining agreement covering the foregoing unit, effective from April 1, 1991, until April 1. At the time of the hearing in these cases, the parties were negotiating a new agreement.

Since October 13, 1991, the Union has been the certified exclusive collective-bargaining representative of the following unit of the Employer's employees:

> Unit B: *Included*: All the licensed practical nurses employed by Hospital San Lucas in Ponce, Puerto Rico.
>
> *Excluded*: All other Hospital employees, including executives; administrators; professionals; technicians; administrative employees; office employees; cleaning and laundry employees; maintenance employees, kitchen department employees, nurses who perform personnel training duties (in-service training); professional nurses; chauffeurs; warehouse keeper; pharmacy helpers; cafeteria workers; guards; supervisors and any other person authorized to hire, discharge, grant promotions, discipline and/or in any other way vary the status of the employees or make recommendations to that end, including the nursing services director and her assistants.

The Employer and the Union are parties to a collective-bargaining agreement covering the LPNs, which will expire on July 31, 1995.

Since at least about May 1989, and at all material times, the Union has been the designated exclusive collective-bargaining representative of the following unit of the Hospital's employees and since then the Employer has recognized the Union as the exclusive representative:

> Unit C: *Included*: All registered male and female nurses employed by the Hospital in Ponce, Puerto Rico, working in such capacity, including head nurses.
>
> *Excluded*: All other Hospital employees, including executives, administrators, supervisors, male and female nurses performing personnel training duties (in-service training) and any other persons authorized to hire, discharge, grant promotions, discipline and/or in any other way change the status of the employees or make recommendations to that end, including the nursing services director and her assistants.

The Union and the Employer are parties to a collective-bargaining agreement covering the RNs that will expire on July 31, 1995.

B. *The Alleged Unilateral Change in Medical Plans*

Since 1981, the Employer has been providing medical insurance to the three bargaining units of its employees. On August 25, 1993,[2] the Union notified the Employer that the rates charged by the medical insurance provider, Triple S Insurance Company, would be increasing. The Union suggested that the Employer increase its contributions to absorb the rate increases in the unit employees' medical insurance. The Employer insisted that the parties would have to renegotiate the collective-bargaining agreements to require the Employer to pay the increases. The Union also suggested that the Employer explore alternative medical insurance plans. The Employer said it was already looking at other medical plans.

During the meeting on August 25, the Employer called in Luis F. Gonzalez, a representative of Triple S, to explain the situation. Gonzalez reported that he and the Employer had been discussing the unit employees' medical insurance plan since about March 10. He explained the reasons for the increase and the alternative that he had suggested to the Employer. After this meeting, the Employer explored other medical plans.

On August 27, Benjamin Centeno, representing the Employer, and union representatives met to hear a presentation on behalf of the insurance carrier that administered the CCSCA medical plan. The Employer and the Union agreed that the same insurance carrier would make the same presentation to the bargaining unit employees on September 2. The CCSCA medical plan was presented to the bargaining unit employees on that date, in the presence of Union Representative Ingrid Vega and shop stewards, in the Employer's cafeteria. There were no negotiations between the Union and the Employer at the CCSCA presentation on September 2.

In a letter dated August 30, the Employer's Benjamin Centeno reminded the Union of the meeting on August 25, and then announced:

> In view of the fact that no agreement has been reached, I will appreciate your communicating with the undersigned today, no later than tomorrow, so that you inform me which alternative was chosen or if there is any other available alternative. The above is essential since the contract with Triple S expires tomorrow, August 31, 1993 and we cannot leave our employees in the open.

[2] All dates involved in this section of the decision occurred in 1993.

> In the event the Union does not notify the alternative chosen, the Hospital will then have to take a decision in this matter.

In a letter to Triple S, dated August 30, the Employer requested an extension of 1 month for the medical plan covering the three bargaining units. The Employer explained that it needed the extension to seek agreement with the Union on a medical plan. Triple S denied the request on September 1.

The Union replied to the Employer's letter of August 30, disputing the claim that the Union had rejected all the alternative medical plans presented by the Employer. The Union's letter asserted:

> As far as we understand the only alternative the Hospital offered is that the premium cost had considerably increased and the Hospital intends that the employee assumes the payment in full.

At another point in its letter, the Union, referring to the meeting on August 25, noted that it had ''offered several alternatives and finished by requesting that several quotations from other plans should be sought since such a basic thing had not been done by the administration.''

Thereafter, the Employer, without notifying the Union, gave all of its employees opportunity to consider four alternative medical plans. Finally, on September 8, the Employer, without notifying the Union in advance, announced to all of its employees that it would ''contract for CCSCA and Triple S, the new Medical Hospitalization Plan that will be effective on September 1, 1993 and until August 31, 1994.'' The anouncement went on to deal with the need for employee authorization for payroll deductions.

Each of the three collective-bargaining agreements covering units A, B, and C, respectively, in August and September 1993, provided for a medical plan. Each of the agreements provided for the choice of a plan. The agreements covering units A and C, respectively, provided, in pertinent part:

> C. Said plan will be chosen by the regular employees covered by this Agreement, who will authorize the Hospital in writing, to make the pertinent salary deductions to pay the portion that the employee has to pay for said plan, if any.

The agreement covering the LPNs in unit B, provided, in pertinent part:

> D. The Medical-Hospitalization Plan shall be chosen by representatives of the Hospital and the Union.

The General Counsel contends that the Employer had a duty to bargain with the Union regarding the change in medical plans, and that its failure to do so was a violation of Section 8(a)(5) and (1) of the Act. The Employer does not dispute the well-settled principle that medical insurance and medical benefit plans are mandatory subjects of bargaining. *Exxon Co., U.S.A.*, 315 NLRB 952, 955 (1994). Instead, the Employer argues that the provisions in the collective-bargaining agreements covering units A and C constituted waivers by the Union of its right to bargain about that change. As for unit B, the Employer urges that it provided the Union with ample opportunity to bargain, considering that there was a crisis requiring quick action. The General Counsel counters that the Union did not clearly waive its right to bargain in the contracts covering units A and C and that the impending expiration of the unit employees' medical insurance did not excuse the Employer's conduct.

Reading the quoted medical plan provisions covering units A and C, I find that the Employer and the Union expressly agreed that the choice of medical plan was up to the unit employees. Thus, has the Employer fulfilled its statutory obligation to bargain with the Union regarding the choice of medical plans for each of those units, until the expiration of those contracts, respectively. The Employer has reasonably interpreted the unit A and C provisions properly and implemented them in accordance with that interpretation by explaining the alternative medical plans to the unit A and unit C employees and letting each employee select the plan he or she prefers. Accordingly, I find that with respect to units A and C, the Employer has not violated Section 8(a)(5) and (1) of the Act. *Island Creek Coal Co.*, 289 NLRB 851 (1988); *NCR Corp.*, 271 NLRB 1212, 1213 (1984).

In determining whether the Employer has violated its bargaining obligation under the Act with respect to unit B, Board policy authorizes me to interpret the collective-bargaining agreement which covered the unit B employees in August and September 1993. *Union Switch & Signal*, 316 NLRB 1025 (1995). I find that the medical plan provision for unit B did not permit the Employer to deal directly with the employees when a change in medical plans for the LPNs was contemplated. That provision required that the Employer and the Union choose the medical-hospitalization plan for the LPNs. The Employer ignored that requirement and offered alternative medical plans directly to the unit B employees, for selection.

The Employer's excuse for ignoring the Union is that Triple S's refusal to extend the expiring medical plan for 1 week, beyond August 31, precluded further negotiations. The record shows, however, that the Employer was aware of the need for action on the expiring medical plan in March and did not apprise the Union of any alternative plan until August 25, and then, did not tell the Union that the deadline was only 6 days away. The Employer waited until August 30 to invite the Union to come up with an alternative medical plan no later than the next day. When the Union did not agree to the Employer's alternative medical plans, the Employer went on and dealt with the unit B employees directly. Thus, the Employer's excuse does not withstand analysis. Accordingly, I find that the Employer's unilateral changing of the medical-hospitalization plan for the unit B employees by offering them four medical plans to choose from violated Section 8(a)(5) and (1) of the Act. *Exxon Co., U.S.A.*, 315 NLRB 952, 956 (1994).

C. *Alleged Unlawful Refusals to Provide Information to the Union*

By letter of January 14, the Union asked the Employer for a copy of the work schedule of the practical nurses (unit B), and of the registered nurses (unit C), for the period beginning August 1, 1992, up to the date of the letter. The Union sought this information to ascertain whether the Employer was assigning shifts and giving weekends off to the nurses according to seniority, as required by the respective collective-bargaining agreements covering units B and C, and whether the Employer was discriminating on the basis of sex,

in making assignments and giving weekends off. The Union, having received no response to this request, renewed it on February 7.

In a letter signed by Human Resources Director Centeno, dated February 8, the Employer answered the Union's request for information as follows:

> The Hospital does not have any objection in sending you the information requested, but it is too cumbersome and costly to photocopy so many documents. Therefore, we recommend that if there is any grievance in particular to let us know immediately to solve the cases separately. It is not our intention to refuse giving you this information, but we repeat, carrying out this job is too costly for the Hospital.

The Union, in a letter of February 24, amended its original request, and asked for records from August 1, 1993, instead of August 1, 1992, ''to the present time.'' The Employer rejected this request on the ground that the information sought was ''so cumbersome and onerous for the Hospital.'' On June 16, the Union renewed its request. The Employer has not responded to this last request.

At the hearing before me, Director Centeno testified that the work schedules, which the Union had requested, covered a total of 200 LPNs and RNs. He also testified that the requested information would have come from ''approximately ten to twelve departments in the Hospital.'' According to Centeno's testimony, the Employer issued such work schedules on a weekly basis and each department's schedule required up to three or four pages.

In *NLRB v. Acme Industrial Co.*, 385 U.S. 432, 437 (1967), the Court held that information requested by a union to decide whether to invoke the grievance procedure of a collective-bargaining agreement must satisfy only a liberal discovery-type standard of relevance. Thus, the request must be honored if there is a probability that the requested information is relevant and ''would be of use to the union in carrying out its statutory duties and responsibilities.'' Ibid. Here, the Union was asking for information regarding shift assignments of employees it represented under collective-bargaining agreements. I find from the unchallenged testimony of the Union's representative that the requested information was relevant to the Union's duty to administer those contracts and to decide if the Employer had engaged in grievable conduct in making weekend assignments to members of the two bargaining units. I also find, contrary to the Employer's position, that the Union was not obliged to present a grievance to the Employer as a condition precedent to obtaining such information.

Under Board policy, the cost and burden of compliance with the Union's request for the nurses' work schedules did not justify the Employer's categorical refusal to supply that relevant information. *Tower Books*, 273 NLRB 671 (1984), ''If there were substantial costs or other impositions involved in providing the requested work schedules, the Act required the Employer to offer to bargain about 'who shall bear such costs.''' *Food Employer Council*, 197 NLRB 651 (1972). (Quoted with approval in *Tower Books*, supra.) In addition, the Employer had the burden of showing that compiling the requested work schedules was onerous and costly. 273 NLRB at 671. In its letters refusing the Union's request for work schedules of the RNs and LPNs, the Employer did not offer to bargain with the Union over the cost of compliance with that request. Further, aside from Centeno's vague testimony about quantities of pages per schedule, the Employer has not shown the cost or burden of honoring the Union's request. I find that by refusing to provide the work schedules for its LPNs and RNs for the 6 months beginning August 1, 1993, the Employer violated Section 8(a)(5) and (1) of the Act. *Somerville Mills*, 308 NLRB 425, 426 (1992).

In a letter to the Employer dated May 31, the Union included the following request:

> 1. Copy of the Contract between Hospital San Lucas and the Company that has subcontracted the Respiratory Therapy unit operating in the hospital.
> 2. Copy of the Contract and benefit list of the employees who work for that Corporation.
> 3. List of the Technicians and other personnel who work for that Corporation as well as the salaries and benefits of each one of them.
>
> We request that information from you so we may intelligently respond to the last offer that the hospital submitted to us last Friday. We need that information also with the purpose to determine if the employer's proposal in this negotiation puts those we represent in economic and working conditions disadvantage against the employees of the . . . Respiratory Therapy.

The Employer, by letter dated June 2, and signed by Benjamin Centeno, rejected the Union's request for the contract covering the Employer's respiratory therapy unit. The Employer's reason for refusing to honor the Union's request was: ''[I]t is a separate contract and this office does not manage it, nor has it any say in it.''

In a second request, dated June 7, seeking the same contract regarding the respiratory therapy program, the Union mentioned that it suspected that ''the employees of that Corporation who have a Respiratory Therapy classification earn a higher salary than the technicians of other categories who work for the hospital.'' The Employer responded as it had on June 2.

The Union sent two letters dated June 15 to the Employer, each containing a request for the respiratory therapy contract. and each asserting the Union's need for that contract in connection with ongoing negotations for the unit A employees. By letter dated June 16, the Employer rejected the Union's request adding that ''the Respiratory Therapy contract is managed by Charter Medical.''

According to Centeno's testimony, the Employer has nothing to do with the respiratory therapy department's personnel. It does not hire them, fire them, or have anything to do with their wages and fringe benefits. Centeno denies having any knowledge of any contract covering the respiratory therapy unit employees. On cross-examination, however, Centeno admitted that the Employer's respiratory therapy unit was subcontracted to Charter Medical. I also find from his testimony that Charter Medical's subcontract is with the Employer's owner, the Episcopal Church of San Lucas, and that Centeno has never seen that contract. Nor has he attempted to obtain a copy of it.

The General Counsel contends that the contract between the San Lucas Episcopal Church and Charter Medical covering the Employer's respiratory therapy unit was relevant to

the Union's representation of the unit A employees, and that the Employer's refusal to seek a copy of that contract for the Union's use violated Section 8(a)(5) and (1) of the Act. The Employer argues that the Union was not entitled to the requested contract on the grounds that it failed to show its relevence to the bargaining process, and that the Employer had nothing to do with the contract and had no access to it. I find merit in the General Counsel's position.

Under established Board policy, ''when a union's request for information concerns data about employees or operations other than those represented by the union . . . there is no presumption that the information is necessary and relevant to the union's representation of employees. Rather, the union is under a burden to establish the relevance of such information.'' (Citation omitted.) *Bohemia, Inc.*, 272 NLRB 1128, 1129 (1984). Here, the Union has shown by its letters that it suspects that technicians in Major Medical's employ in the Employer's respiratory therapy unit are receiving a higher salary than technicians in unit A. Further, the Union's letter of May 31, containing the original request, explained that it needed the contract between the Employer and the subcontractor for the respiratory therapy unit ''so that we may intelligently respond to the last offer that the hospital submitted to us last Friday.'' Continuing, this letter reflects a suspicion that unit A employees do not enjoy parity with their counterparts working for the subcontractor in the Employer's respiratory therapy unit. Thus, the Union showed that it needed the subcontract to assist it in negotiating a contract on behalf of the unit A employees. From this, I find that the Union's request for that subcontract ''had sufficient probable and potential relevance here.'' *Maben Energy Corp.*, 295 NLRB 149, 153 (1989).

The Employer's claim that the requested contract is not available does not withstand scrutiny. Centeno's testimony showed that the San Lucas Episcopal Church, which is the Employer's parent entity, is party to that contract. The Employer has not requested that the San Lucas Episcopal Church provide a copy of that contract to satisfy the Union's request. Thus, I find that the Employer has not shown that the requested subcontract between the Episcopal Church and Charter Medical covering the Hospital's respiratory therapy unit is unavailable. *Arch of West Virginia, Inc.*, 304 NLRB 1089 fn. 1 (1991). I find, therefore, that the Employer violated Section 8(a)(5) and (1) of the Act by refusing to provide that contract to the Union. *Girardi Distributors*, 307 NLRB 1497, 1515–1516 (1992).

D. *Alleged Interference, Restraint, and Coercion*

The Hospital has employed Dolores Echevarria in its laundry for 37 years. Echavarria, a union member, is the laundry employees' shop steward and is a member of the Union's negotiating committee. During the first 6 months of 1994, Echevarria, acting as the Union's steward for the laundry employees, repeatedly complained to her supervisor, Rafael Perez that he was unfair in his assignments of weekend work to her female coworkers. It appeared to Echevarria that Perez was giving male employees preference in weekends free of work.

''[A]round June,'' Echevarria confronted Perez and asked him why he had called her a ''mandrila.'' Echevarria had learned that the quoted term meant ''woman of the monkey'' and she resented this name calling. The record does not disclose either the context in which Perez addressed that term to Echevarria, or how she came to learn that he had done so. Perez, in an effort to placate her, told Echevarria that the term meant ''a person that would last for a long time.''[3]

I find from the testimony of the Union's representative, Ingrid Vega, that the term ''mandrila'' is used in common parlance, in Ponce, where the Employer is located, to describe a black person. I also find from Vega's testimony, that Echevarria and the Union considered Perez' use of ''mandrila'' to be a racial slur.

The Board has recognized that an employer violates Section 8(a)(1) of the Act by directing racial slurs at employees in retaliation for their participation in union activity or other activity protected by Section 7 of the Act. E.g., *Domsey Trading Corp.*, 310 NLRB 777, 793 (1993). Here, the General Counsel urges me to find that Perez' use of ''mandrila'' against Echevarria was in retaliation for her chronic complaints about his assignment of weekend work to women. The record does not show when, however, in relation to her presentation of grievances, and in what context, Perez call Echevarria a ''mandrila.''

The General Counsel has not satisfied his burden of showing that the Perez uttered this insult either in response to one of Echevarria's complaints about weekend work or in a moment of anger over her persistence in raising complaints regarding wages, hours, or conditions of employment on behalf of her colleagues in the laundry. Echevarria's testimony showing her union activity and her complaint to Perez about his use of the uncomplimentary term does not reflect any nexus between that union activity and his insult. Nor did the other witnesses testifying about this matter show any connection between Perez' use of ''mandrila'' and Echevarria's Section 7 activity.[4] Accordingly, I shall recommend dismissal of this allegation.

On April 27, while the Union and the Employer were negotiating a new collective-bargaining agreement for the employees in unit A, the Employer issued a handbill to its employees in response to the Union's announced intention to picket. The handbill's first paragraph asserted that the Union planned to picket the Employer's facility from May 16 to 20. In the handbill's second paragraph, the Respondent, referring

[3] My findings of fact regarding Echevarria's confrontation with Perez are based on her testimony. Perez denied calling her a ''mandrila'' and also denied that she had complained to him about his reference to her as a ''mandrila.'' When asked whether she had presented grievances to him in 1994, however, Perez was evasive. He also seemed reluctant to testify about whether she complained to him about his use of the term against her. When asked if the Union had complained to the Employer about his use of ''mandrila'' against Echevarria, Perez first testified: ''At no time.'' When reminded on further cross-examination, however, Perez admitted being present at a meeting when the Union complained about his calling Echevarria a ''mandrila.'' In contrast, Echevarria seemed to be giving her best recollection in a frank manner. Accordingly, I have credited Echevarria's account of their confrontation regarding Perez' reference to her as a ''mandrila.''

[4] Sec. 7 of the Act provides in pertinent part:

> Employees shall have the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection . . . .

to picketing by the unit A employees, warned that they would not receive pay ''for not carrying out any work during working time.'' In the next sentence, the handbill, again referring to the unit A employees, warned: ''They also might be disciplined, if the circumstances and the facts so warrant.''

In determining whether, the warning to the unit A employees violated Section 8(a)(1) of the Act, as alleged, I have considered whether it was likely to interfere with the free exercise of a right guaranteed by Section 7 of the Act. *Corson & Gruman Co.*, 284 NLRB 1316, 1329 (1987). I note that the warning to the unit A employees did not specify misconduct that would deprive them of the Act's protection. This omission was likely to cause employees to fear punishment for any conduct on the picket line which, although otherwise protected by the Act, might annoy the Employer. This fear was likely to discourage unit A employees from picketing in support of the Union's bargaining objectives, activity that Section 7 of the Act protects. Accordingly, I find that the Employer's warning to the unit A employees violated Section 8(a)(1) of the Act.

On the afternoon of June 28, unit A employees, Maribel Medina and Adalid Castro, were engaged in picketing in front of the Employer's facility, along with other unit A employees. While the picketing was in progress, Medina and Castro went to the Employer's admissions office, where Castro was to return a key.

When they arrived at the admissions office, Medina and Castro saw Benjamin Centeno, the Employer's director of human resources. Also present, were Admissions Department Director Gladys Ruiz, Supervisor Mireya Torres, and employees Sandra Gonzalez and Magda Cedeno. Centeno was looking out of the office window at the picketing. Medina noted that Centeno had a ballpoint pen and appeared to be making notations on a sheet of paper. Medina was frank to admit that she did not know what Centeno was writing. She also heard Centeno ask what one of the picket signs said. Castro saw Centeno look out of the admissions office, in the picket line's direction. Castro heard Centeno ask about the picket signs and the names of the pickets, and saw Centeno write down the names of picketing employees. Castro saw that Centeno had written the names of picketing unit A employees Marta Segarra and Edwin Mendez. In a moment or two, Castro returned the key to Supervisor Mireya Torres, and he and Medina left the admissions office.[5]

By looking out of the admissions office window at the picketing, asking about the picket signs and the identity of the pickets, and writing names of picketing employees on a piece of paper, I find that on June 28, Centeno was engaging in surveillance of employees participating in concerted activity protected by Section 7 of the Act. *Programming & Systems*, 275 NLRB 1147, 1159 (1985). By this same conduct, in the presence of employees Medina and Castro, Centeno gave them the impression that he was engaged in surveillance of employees' Section 7 activity. *Monfort of Colorado*, 298 NLRB 73, 86 (1990). Accordingly, I find that by Centeno's conduct on June 28, the Employer violated Section 8(a)(1) of the Act.

In a letter dated June 28, the Union notified the Employer that the unit A employees would engage in a 24-hour unfair labor practice strike beginning on July 19, at 7 a.m. and ending 7 a.m., July 20. The stated reasons for the strike were ''the refusal to bargain, for the refusal to hand information relevent to the negotiations and due to the coercion and threats to the employees, because the employees are kept under surveillance and other.'' As found above, the Employer's refusal to provide the Union with a copy of the subcontract between its parent and Charter Medical, covering the operation of the Employer's respiratory therapy unit, violated Section 8(a)(5) and (1). I have also found that on June 28, the Employer violated Section 8(a)(1) of the Act by engaging in surveillance of the unit A employees' picketing and by giving employees the impression that it was engaging in surveillance of the unit A employees' picketing. I have also found that the Employer violated Section 8(a)(1) of the Act on April 27 by threatening the unit A employees with unspecified reprisals if they engaged in picketing between May 16 and 20. As these unfair labor practices provoked this work stoppage, I find that it was an unfair labor practice strike. The Union's letter went on to state that the employees in units B and C ''are not authorized nor will they participate in this activity.''

The Employer responded to the Union's strike notice with a handbill that it issued to all of its employees on July 13. Included in the Employer's handbill was the following warning: ''The Hospital will not allow any employee of the bargaining unit involved in the STOPPAGE to come in.''

The General Counsel urges me to find that the warning constituted a threat of a lockout in retaliation for the unfair labor practice strike announced in the Union's letter, and thus violated Section 8(a)(1) of the Act. The Employer argues that the threat of a lockout in this instance should be excused because it is a health care provider. I find merit in the General Counsel's position.

An employer may resort to a lockout of its employees in response to an economic strike by its employees, ''provided that the employer's action is in support of a lawful bargaining position.'' *Highland Superstores*, 314 NLRB 146 (1994). Accord: *American Ship Building Co. v. NLRB*, 380 U.S. 300, 310, and 318 (1965). Here, the Employer has not shown, nor does it claim, that its threatened lockout was in support of

[5] Human Resources Director Centeno testified that he saw picketing when he visited the admissions office on June 21, 1994. He also denied that he ever wrote down the names of picketing employees. He did not deny being in the admissions office on June 28, 1994, and observing picketing through an office window. Gladys Ruiz testified that she saw Centeno in the admissions office, during the picketing on June 21, 1994, and that he was not there for any of the picketing on other days in June 1994. She also testified, however, that she was so busy that she had no time to look at the picketing and cannot remember the specific days when the Union picketed. At first, Supervisor Torres denied ever seeing Centeno in her office while the Union was picketing the Employer's hospital. She then testified, in substance, that Centeno, along with herself, Ruiz, and Gonzalez were present together, in her office, when the Union was picketing the hospital. Finally, she denied ever seeing Centeno ''during any of the picket lines that went on for which [she] was present during [her] working hours.'' In sum, Centeno's carefully tailored testimony, Ruiz' selective memory and Torres' self-contradiction, cast serious doubt on the reliability of their testimony. In contrast, Medina and Castro were convincing as they gave their detailed and consistent recollections in a full and frank manner. I also noted that on cross-examination, they seemed to be responding without any effort to evade a question. Therefore, I have credited Medina's and Castro's accounts of Centeno's conduct on June 28, 1994.

its bargaining position in the contract negotiations with the Union for the unit A employees. Instead, I find that the Employer aimed its threat of a lockout at unit A's 24-hour work stoppage, which was an unfair labor practice strike, scheduled for July 19–20. Nor did the Employer's status as a health care provider excuse the warning in its handbill. See *Park Inn Home for Adults*, 293 NLRB 1082, 1089 (1989). Thus did the Employer impair the unit A employees' right under Section 7 of the Act to engage in an unfair labor practice strike, and thereby violate Section 8(a)(1) of the Act.

By letter dated July 13, the Union advised the Employer that the unit A employees would engage in a 24-hour unfair labor practice strike beginning at 6 a.m. on Tuesday, August 2, and ending at 6 a.m., Wednesday, August 3. The Union's letter of July 13 recited the same unfair labor practices set out in its letter of June 28. In its brief, the Employer, relying on the testimony of Maribel Medina, asserts that the strike called for August 2, was economic. Review of Medina's testimony shows, however, that he was testifying about the Union's picketing on June 28, and not about the threatened stoppage scheduled for August 2. Thus, I find no support for the Employer's assertion. I find that the scheduled stoppage was in response to the Employer's unlawful conduct as recited in the Union's letter of July 13. In any event, by letter dated August 1, the Union advised the Employer that it had canceled the stoppage set for August 2.

On July 28, the Employer issued a letter to all of its employees warning them of the Union's plans and presenting its response to those plans. This letter also warned that the Employer would not ''allow any employees of the bargaining unit [unit A] involved in the Stoppage to come in.'' For the reasons stated above, in reviewing the same language in the Employer's handbill of July 13, I find that this language violated Section 8(a)(1) of the Act.

By letter dated August 1, the Employer advised the Union that employees ''participating in the strike Work Stoppage of Tuesday, August 2, or subsequent Work Stoppages, should there be any, will be permanently substituted . . . .'' The letter went on to list employee classifications included in unit A.

The General Counsel argues that the Employer's warning that strikers ''will be permanently substituted,'' when the Employer had not obtained such replacements, violated Section 8(a)(1) of the Act. The Employer urges that the threatened 1-day stoppage ''was an intermittent work stoppage and, therefore, not protected by the Act.'' (Emp. Br. pp. 46 and 47.) The Board has declared, however, that two work stoppages in the space of 3 months, involving ''a total of 2 days' absence from work, do not, in our opinion, evidence the type of pattern of recurring stoppages which would deprive the employees of their Section 7 rights.'' (Citation omitted.) *Robertson Industries*, 216 NLRB 361, 362 (1975), enfd. 560 F.2d 396 (9th Cir. 1976). Accord: *NLRB v. Empire Gas*, 566 F.2d 681, 686 (10th Cir. 1977). I find, therefore, that unit A employees participating in the second 1-day strike were entitled to the protection of Section 7 of the Act. I further find that the Employer violated Section 8(a)(1) of the Act when it warned that it would permanantly replace unit A employees participating in that strike, when permanent replacements had not been obtained. *Noel Corp.*, 315 NLRB 905, 907 (1994).

CONCLUSIONS OF LAW

1. By engaging in surveillance of employees participating in concerted activity protected by Section 7 of the Act, creating the impression that it was engaged in surveillance of such activity, and by threatening employees with unspecified reprisals, a lockout and replacement because they engaged in concerted activity protected by Section 7 of the Act, the Employer has engaged in unfair labor practices affecting commerce within the meaning of Section 8(a)(1) and Section 2(6) and (7) of the Act.

2. At all times material, the Union has been, and continues to be the exclusive representative of the Employer's employees in the following bargaining unit found appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

> Unit A: *Included*: All office clerical employees, X-ray technicians, central supply clerks, pharmacy employees, cafeteria employees, Operating Room technicians, chauffeurs and messengers employed by the Employer at its Hospital located at Ponce, Puerto Rico.
>
> *Excluded*: Administrative and executive employees; the secretaries to the Administrator; the secretary to the Medical Director; the secretary to the Personnel Director; the secretary to the Comptroller; the secretary to the Nursing Director; professional personnel; registered nurses; practical nurses; occasional and part-time X-ray technicians; guards; supervisors as defined by the National Labor Relations Act, and any other person; who is authorized, on behalf of the Employer, to hire, promote, discharge, discipline and in any other way to vary the status of the employees and to effectively recommend any of such actions, advisors and directors; and employees included in other collective bargaining units at the Employer's hospital.
>
> Unit B: *Included*: All the licensed practical nurses employed by Hospital San Lucas in Ponce, Puerto Rico.
>
> *Excluded*: All other Hospital employees, including executives; administrators; professionals; technicians; administrative employees; office employees; cleaning and laundry employees; maintenance employees, kitchen department employees, nurses who perform personnel training duties (in-service training); professional nurses; chauffeurs; warehouse keeper; pharmacy helpers; cafeteria workers; guards; supervisors and any other person authorized to hire, discharge, grant promotions, discipline and/or in any other way vary the status of the employees or make recommendations to that end, including the nursing services director and her assistants.
>
> Unit C: *Included*: All registered male and female nurses employed by the Hospital in Ponce, Puerto Rico, working in such capacity, including head nurses.
>
> *Excluded*: All other Hospital employees, including executives, administrators, supervisors, male and female nurses performing personnel training duties (in-service training) and any other persons authorized to hire, discharge, grant promotions, discipline and/or in any other way change the status of the employees or make recommendations to that end, including the nursing services director and her assistants.

3. By failing and refusing to furnish the Union with the work schedules of the employees in bargaining units B and C, as requested in its letters dated January 14, February 7 and 24, and June 16, 1994, the Employer has engaged in unfair labor practices within the meaning of Section 8(a)(5) and (1) of the Act.

4. By failing and refusing to furnish the Union with a copy of the contract between the Employer's parent entity, and the subcontractor operating the Employer's respiratory therapy unit, as requested in the Union's letters of May 31 and June 7 and 15, 1994, the Employer has engaged in unfair labor practices within the meaning of Section 8(a)(5) and (1) of the Act.

5. By failing to continue in full force and effect all terms and conditions of employment of the collective-bargaining agreement applicable to unit B employees, by unilaterally changing the medical-hospitalization plan for those employees, on and after September 1, 1993, the Employer has engaged in unfair labor practices within the meaning of Section 8(a)(5) and (1) of the Act.

6. The Employer did not violate Section 8(a)(1) of the Act by calling employee Dolores Echevarria by the nickname ''mandrila'' because of her activity in support of, or membership in, the Union.

7. The Employer did not violate Section 8(a)(5) and (1) of the Act by failing to continue in full force and effect all terms and conditions of employment of the collective-bargaining agreements applicable, respectively, to unit A and unit C employees by unilaterally changing the hospitalization medical plans for those employees.

REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, I find that it must be ordered to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act.

Having found that the Employer has violated Section 8(a)(5) and (1) of the Act by unilaterally changing the unit B employees' medical-hospitalization plan, I shall recommend that the Employer be ordered to restore the health and medical insurance coverage benefits that were provided to unit B employees prior to that unilateral change. In addition, the Employer shall reimburse unit B employees for any expenses ensuing from the unilateral change, as set forth in *Kraft Plumbing & Heating*, 252 NLRB 891 fn. 2 (1980), enfd. mem. 661 F.2d 940 (9th Cir. 1981), such amounts to be computed in the manner set forth in *Ogle Protection Service*, 183 NLRB 682 (1970), enfd. 444 F.2d 502 (6th Cir. 1971), with interest as prescribed in *New Horizons for the Retarded*, 283 NLRB 1173 (1987). I shall also recommend that the Employer be ordered to bargain with the Union regarding any changes in unit B's medical benefits.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended[6]

[6] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

ORDER

The Respondent, Hospital Episcopal San Lucas, Ponce, Puerto Rico, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Engaging in surveillance of employees picketing in support of Unidad Laboral de Enfermeras(os) y Empleados de la Salud or participating in other concerted activity protected by Section 7 of the Act.

(b) Creating the impression that it is engaging in surveillance of its employees picketing in support of Unidad Laboral de Enfermeras(os) y Empleados de la Salud or participating in other concerted activity protected by Section 7 of the Act.

(c) Threatening employees with unspecified reprisals, if they picket in support of Unidad Laboral de Enfermeras(os) y Empleados de la Salud or engage in other concerted activity protected by Section 7 of the Act.

(d) Threatening employees with a lockout if they support Unidad Laboral de Enfermeras(os) y Empleados de la Salud by engaging in a work stoppage in protest of the Respondent's unfair labor practices or if they engage in other concerted activity protected by Section 7 of the Act.

(e) Threatening employees with permanent replacement if they support Unidad Laboral de Enfermeras(os) y Empleados de la Salud by engaging in a work stoppage in protest of the Respondent's unfair labor practices or if they engage in other concerted activity protected by Section 7 of the Act, when permanent replacements have not been obtained for all the potential strikers.

(f) Refusing to bargain collectively with the Union, Unidad Laboral de Enfermeras(os) y Empleados de la Salud, as the exclusive bargaining representative of the employees in the following appropriate units, by refusing to furnish the Union all of the information regarding work schedules for units B and C requested in its letters of January 14, February 7 and 24, and June 16, 1994, and by refusing to furnish the Union a copy of the contract between the Episcopal Church of San Lucas and Charter Medical, the entity operating the Respondent's respiratory therapy unit, and such other information as the Union may request, which is necessary and relevant to the Union's performance of its function as the exclusive bargaining representative of each unit:

> Unit A: *Included*: All office clerical employees, X-ray technicians, central supply clerks, pharmacy employees, cafeteria employees, Operating Room technicians, chauffeurs and messengers employed by the Employer at its Hospital located at Ponce, Puerto Rico.
>
> *Excluded*: Administrative and executive employees; the secretaries to the Administrator; the secretary to the Medical Director; the secretary to the Personnel Director; the secretary to the Comptroller; the secretary to the Nursing Director; professional personnel; registered nurses; practical nurses; occasional and part-time X-ray technicians; guards; supervisors as defined by the National Labor Relations Act, and any other person; who is authorized, on behalf of the Employer, to hire, promote, discharge, discipline and in any other way to vary the status of the employees and to effectively recommend any of such actions, advisors and directors;

and employees included in other collective bargaining units at the Employer's hospital.

Unit B: *Included*: All the licensed practical nurses employed by Hospital San Lucas in Ponce, Puerto Rico.

Excluded: All other Hospital employees, including executives; administrators; professionals; technicians; administrative employees; office employees; cleaning and laundry employees; maintenance employees, kitchen department employees, nurses who perform personnel training duties (in-service training); professional nurses; chauffeurs; warehouse keeper; pharmacy helpers; cafeteria workers; guards; supervisors and any other person authorized to hire, discharge, grant promotions, discipline and/or in any other way vary the status of the employees or make recommendations to that end, including the nursing services director and her assistants.

Unit C: *Included*: All registered male and female nurses employed by the Hospital in Ponce, Puerto Rico, working in such capacity, including head nurses.

Excluded: All other Hospital employees, including executives, administrators, supervisors, male and female nurses performing personnel training duties (in-service training) and any other persons authorized to hire, discharge, grant promotions, discipline and/or in any other way change the status of the employees or make recommendations to that end, including the nursing services director and her assistants.

(g) Failing and refusing to bargain collectively with the Union by failing to continue in full force and effect all terms and conditions of employment of the 1992 collective-bargaining agreement applicable to unit B employees by unilaterally changing the medical-hospitalization plan for those employees, on and after September 1, 1993, without obtaining the Union's consent.

(h) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) On request, furnish to the Union, in writing, the work schedules for the unit B and unit C employees, as requested in the Union's letters of January 14, February 7 and 24, and June 16, 1994.

(b) On request, furnish to the Union a copy of the subcontract between the Episcopal Church of San Lucas and Charter Medical for the operation of the respiratory therapy unit.

(c) Rescind the unilateral change in the medical-hospitalization plan for the employees in unit B, which became effective on and after September 1, 1993.

(d) Restore the health and medical coverage benefits that were provided to the unit B employees before the medical-hospitalization plan in the 1992 contract covering that unit was terminated unilaterally, and make the employees of that unit whole for any losses they may have suffered as a result of the unilateral change, plus interest, in the manner set forth in the remedy section of the decision.

(e) Bargain in good faith with the Union concerning any changes in health and medical insurance coverage for the unit B employees.

(f) Post at its facility, in Ponce, Puerto Rico, copies of the attached notice marked ''Appendix.''[7] Copies of the notice, on forms provided by the Regional Director for Region 24, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material.

(g) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

[7] If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading ''Posted by Order of the National Labor Relations Board'' shall read ''Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board.''

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

Section 7 of the Act gives employees these rights.

To organize
To form, join, or assist any union
To bargain collectively through representatives of their own choice
To act together for other mutual aid or protection
To choose not to engage in any of these protected concerted activities.

WE WILL NOT engage in surveillance of our employees picketing in support of Unidad Laboral de Enfermeras(os) y Empleados de la Salud or participating in other concerted activity protected by Section 7 of the Act.

WE WILL NOT create the impression that we are engaging in surveillance of our employees picketing in support of Unidad Laboral de Enfermeras(os) y Empleados de la Salud or participating in other concerted activity protected by Section 7 of the Act.

WE WILL NOT threaten our employees with unspecified reprisals, if they picket in support of Unidad Laboral de Enfermeras(os) y Empleados de la Salud or engage in other concerted activity protected by Section 7 of the Act.

WE WILL NOT threaten our employees with a lockout if they support Unidad Laboral de Enfermeras(os) y Empleados de la Salud by engaging in a work stoppage in protest of our unfair labor practices or if they engage in other concerted activity protected by Section 7 of the Act.

WE WILL NOT threaten our employees with permanent replacement if they support Unidad Laboral de Enfermeras(os) y Empleados de la Salud by engaging in a work stoppage in protest of our unfair labor practices or if they engage in other concerted activity protected by Section 7 of the Act, when

permanent replacements have not been obtained for all the potential strikers.

WE WILL NOT refuse to bargain collectively with Unidad Laboral de Enfermeras(os) y Empleados de la Salud as the exclusive bargaining representative of our employees in the following appropriate units by refusing to furnish the Union all of the information regarding work schedules for units B and C, which it requested in its letters of January 14, February 7 and 24, and June 16, 1994, and by refusing to furnish the Union a copy of the contract between the Episcopal Church of San Lucas and Charter Medical, the entity operating our respiratory therapy unit, and such other information as the Union may request, which is necessary and relevant to the Union's performance of its function as the exclusive bargaining representative of each unit:

Unit A: *Included*: All office clerical employees, X-ray technicians, central supply clerks, pharmacy employees, cafeteria employees, Operating Room technicians, chauffeurs and messengers employed by Hospital San Lucas in Ponce, Puerto Rico.

Excluded: Administrative and executive employees; the secretaries to the Administrator; the secretary to the Medical Director; the secretary to the Personnel Director; the secretary to the Comptroller; the secretary to the Nursing Director; professional personnel; registered nurses; practical nurses; occasional and part-time X-ray technicians; guards; supervisors as defined by the National Labor Relations Act, and any other person; who is authorized, on our behalf to hire, promote, discharge, discipline and in any other way to vary the status of the employees and to effectively recommend any of such actions, advisors and directors; and employees included in other collective bargaining units at Hospital San Lucas.

Unit B: *Included*: All the licensed practical nurses employed by Hospital San Lucas in Ponce, Puerto Rico.

Excluded: All other Hospital employees, including executives; administrators; professionals; technicians; administrative employees; office employees; cleaning and laundry employees; maintenance employees, kitchen department employees, nurses who perform personnel training duties (in-service training); professional nurses; chauffeurs; warehouse keeper; pharmacy helpers; cafeteria workers; guards; supervisors and any other person authorized to hire, discharge, grant promotions, discipline and/or in any other way vary the status of the employees or make recommendations to that end, including the nursing services director and her assistants.

Unit C: *Included*: All registered male and female nurses employed by the Hospital San Lucas in Ponce, Puerto Rico, working in such capacity, including head nurses.

Excluded: All other Hospital employees, including executives, administrators, supervisors, male and female nurses performing personnel training duties (in-service training) and any other persons authorized to hire, discharge, grant promotions, discipline and/or in any other way change the status of the employees or make recommendations to that end, including the nursing services director and her assistants.

WE WILL NOT fail and refuse to bargain collectively with the Union by failing to continue in full force and effect all terms and conditions of employment of the 1992 collective-bargaining agreement applicable to unit B employees by unilaterally changing the medical-hospitalization plan for those employees, without obtaining the Union's consent.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL, on request, furnish to the Union, in writing, the work schedules for the unit B and unit C employees, as requested in the Union's letters of January 14, February 7 and 24, and June 16, 1994.

WE WILL, on request, furnish to the Union a copy of the subcontract between the Episcopal Church of San Lucas and Charter Medical for the operation of the respiratory therapy unit.

WE WILL rescind the unilateral change in the medical-hospitalization plan for the employees in unit B, which became effective on and after September 1, 1993.

WE WILL restore the health and medical coverage benefits that were provided to the unit B employees before the medical-hospitalization plan in the 1992 contract covering that unit was terminated unilaterally and make the employees of that unit whole for any losses they may have suffered as a result of the unilateral change, plus interest.

WE WILL bargain in good faith with the Union concerning any changes in health and medical insurance coverage for the unit B employees.

HOSPITAL EPISCOPAL SAN LUCAS